

In the Drawings:

Please replacement the replacement drawing sheet submitted on December 10, 2007
with the accompanying replacement drawing sheet.

REMARKS

The office action and reference cited and applied have been carefully considered together with the present application. Amendments have been made in an effort to place the application in condition for immediate allowance. Accordingly, reconsideration of the rejection of claims 1-20 are respectfully requested.

Applicant's replacement drawing sheet submitted on December 10, 2007 (the "first replacement drawing sheet") is objected to for failing to disclose "a controller differs from the access point and includes a software agent" as purportedly recited in the claims. On a related issue, the Examiner rejects claims 1-7, 15, 16, and 20 under 35 U.S.C. §112, first paragraph, asserting the above-mentioned elements include subject matter not described in the specification. Applicant notes that the subject claims recite a wireless LAN comprising of, among other things, an access point and a controller. Some of the claims further define the controller as being a software agent. A software agent is merely one example of a controller (not an additional element). This is supported in the specification, which states that "[i]n a preferred embodiment, a software agent associated with the access point constitutes the controller" (Paragraph [007]). Claims 2, 16, and 20 have been amended to clarify and claim that one example of a controller is a software agent. Further, Applicant asserts that the first replacement drawing sheet is acceptable with respect to the issue discussed above. Indeed, the figure shows an access point and a controller (i.e., by showing the software agent, which is a specific example of the controller).

Applicant's first replacement drawing sheet has also been objected to for failing to show the relationship between the Internet and the Service Provide Network.

Therefore, Applicant submits a new replacement drawing sheet, which adds a double-edged arrow showing that data is exchanged between the Internet and the Service Provider Network. For the Examiner's convenience, a marked-up version of the replacement drawing sheet is also included, showing the changes in red and marked as "Annotated Sheet." As such, it is respectfully requested that the objection to the drawing and the 35 U.S.C. §112, first paragraph rejection be withdrawn.

Claims 5-14, and 16-20 stand rejected under 35 U.S.C. §112, second paragraph with specific citations to instances of terms lacking an antecedent basis. The Examiner notes claims 8-14, and 17-19 would be allowable if amended to overcome the rejections under 35 U.S.C. §112, second paragraph. Appropriate claim amendments have been made such that the above-mentioned claims are in allowable form.

Claims 1-7, 15 16, and 20 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Hagen (U.S. Publ. No. 2002/0075844) and newly cited Shah et al. (U.S. Pat. No. 6,957,069). The references cited have been carefully considered together with the present application and it is believed that these claims are not taught or suggested by the prior art of record.

Under the analysis required by *Graham v. John Deere*, 383 U.S. 1 (1966) to support a rejection under § 103, the scope and content of the prior art must first be determined, followed by an assessment of the differences between the prior art and the claim at issue in view of the ordinary skill in the art. In the present case, the scope and content of the prior art, as evidenced by Hagen and Shah, do not include the

subject matter of claims 1-7, 15, 16, and 20 as amended. Accordingly, Applicant respectfully requests reconsideration of the rejected claims.

The Examiner admits that Hagen fails to disclose the feature of “the controller being such as to set up a peer-to-peer connection between a first mobile communications device already receiving a data communication supplying a given service and a second mobile communications device requiring that service” as is claimed by Applicant. However, the Examiner asserts that such features are well known in the art citing Shah as an example. To the extent that the Examiner is asserting Official Notice of such features, Applicant specifically rejects such a contention. Further, if Examiner is asserting Official Notice, Applicant respectfully requests that the Examiner provide an affidavit to support the Official Notice taken in the next Office Action, as required by 37 CFR 1.104(d)(2) and MPEP §2144.03.

While Shah teaches basic peer-to-peer networks, it does not teach or suggest peer-to-peer networks between mobile communication devices that are set up specifically on the condition that the second device requires the *same service* as the first device. As noted by the Examiner, Shah merely teaches a “controller...for setting up a peer-to-peer connection between mobile communications devices.” (Office Action, Page 5, Lines 5-6). Claim 1 recites, among other things, “the controller being such as to set up a peer-to-peer connection between a first mobile communication device *already receiving a data communication supplying a given service* and a second mobile communication device *requiring that service*.” (emphasis added).

Establishing peer-to-peer network based on the express condition that the same service be given is what allows the bandwidth to be more efficiently managed, resulting in an improved Quality of Service (QoS) factor in the network. Shah *does not* set up peer-to-peer networks in this manner. Indeed, merely discloses that “Some [wireless devices] are configured to conduct wireless communications directly between each other, i.e., without being relayed through a network via a base station. This is commonly called peer to peer wireless communications.” (Col. 21, lines 34-47). Shah further discloses one peer accessing data stored on a second peer. See e.g., Col 9, Lines 64-67 disclosing a “second user 35 is illustrated operating a second [wireless device] 37 in the form of a cell phone with a built-in Palm type device including built-in 802.11(b) WLAN 36. The [wireless device] 37 can also connect with the wireless telecommunications network 27 via signals transmitted and received by antenna 39. The second user 35 may wish talk to the first user 31 or to access or copy the phone book 38 located in the first [wireless device] 33.” In Shah, peer-to-peer networking is used only so that one peer can access data (e.g., phone book contacts) stored on another peer. Shad does not teach using peer-to-peer networking to allow one peer to use a service already being accessed by a second peer, nor does it disclose a controller for setting up a network in this way.

Indeed, Shah does not make any mention of a controller setting up a peer-to-peer network based on a predetermined condition, let alone one requiring use of *identical services* by each device. Accordingly, Shah does not teach or suggest the above-references features as asserted by the Examiner. Therefore, independent claims 1, 15, and 16 and the corresponding dependant claims should be allowed.

For the foregoing reasons, the Applicant respectfully submits that all pending claims are in allowable form and requests that all claims be reconsidered and allowed. Should the Examiner discover there are remaining issues which may be resolved by a telephone interview, he is invited to contact the undersigned at the telephone number listed below.

Respectfully submitted,

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WIRELESS LAN.

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Application Serial No.: 10/697,962

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Annotated Sheet 1 of 1

January 14, 2009

(Roger D. Greer)

Ref. No. 300200275-2

